**GRANTOR:** 

Peter U. and Tracy F. Vranken

Loan# 70000112

**LENDER:** 

First Bank of the Delta, N. A.

## **EXTENSION AND MODIFICATION AGREEMENT**

## KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into by and between FIRST BANK OF THE

DELTA, N. A., an Arkansas Corporation (hereinafter referred to as "Lender") and <u>Peter U. and Tracy</u> <u>F. Vranken</u> hereinafter referred to as "Grantor", whether one or more.

BACKGROUND OF LOAN. On the 18th day of September, 2007, Grantor executed a promissory note (hereinafter referred to as "note") in favor of Lender, evidence an indebtedness owed to Lender in the original sum of \$65,500 the repayment of which is secured by a Deed of Trust/Mortgage from Grantor in favor of Lender, dated the 18th day of September, 2007 and filed for record the 19th day of September, 2007 in the office of the Recorder of Desoto County, Mississippi, in Mortgagee Record Book 2,791 at Page 710, and covering the following described real property situated in Desoto County, Mississippi, to wit:

Lot 82, Section C, Morrow Crest North Subdivision, situated in Section 35, Township 2 South, Range 8 West, Desoto County, Mississippi, as recorded in Plat Book 87, Page 118th, in the office of the Chancery Clerk of Desoto County, Mississippi.

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EXTENSION AND MODIFICATION. The parties hereby mutually agree as follows: The note maturity is hereby extended to the 18th day of September, 2009, and shall be due and payable as

Principal and interest will be due monthly with payments of \$727.18 beginning October 18th, 2008, based on a fixed interest rate of 6.0%. All unpaid principal and interest will be due on maturity date of September 18, 2009.

CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. The Deed of Trust/Mortgage is hereby extended and modified so that it continues as security for the note in accordance with their respective terms and provisions, as herein extended and modified. All other terms and conditions contained in the said Deed of Trust/Mortgage and note, not specifically referred to and modified herein, continue in full force and effect.

NO OBLIGATION FOR FURTHER EXTENSIONS. Grantor acknowledges that Lender is under no obligation to grant any additional or future extensions, renewals, or forbearance upon maturity of this indebtness.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of

(LENDER)

First Bank of the Delta,

John H. Cunningham Sr. Vice President

(GRANTOR)

Peter U. Vranken Tracy F. Vranken

Franken Tranken

## **ACKOWLEDGEMENT**

## STATE OF MISSISSIPPI COUNTY OF DESOTO

First Bank of the Delta, N. A.

Helena-West Helena, AR 72390

P. O. Box 2507

BE IT REMEMBERED that on this day appeared in person before the undersigned, a notary public within and for the county and state aforesaid, duly commissioned, qualified and acting John H. Cunningham to me well known to be the Senior Vice President of First Bank of the Delta, N. A., an Arkansas corporation, and stated that he/she as such officer, being authorized to do so by a resolution of the Board of Directors of said corporation, had executed the foregoing instrument for the uses, purposes, considerations and in the capacities therein mentioned and set forth.

N WITNESS WHEREOF, I have hereunto set my hand and official seal as such notary public day of September, 2000. MISSISS SEA 13) 602 **NOTARY PUBLIC** Comm Expires SOTO COU! **ACKOWLEDGEMENT** STATE OF MISSISSIPPI COUNTY OF DESOTO Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of September, 2007, the within named Peter U. Vranken who acknowledged that the executed and delivered the above and foregoing instrument for the purposes mention on the ID No 31602 Notary Public ARY PUBLIC STATE OF MISSISSIPPI Personally appeared before me, the undersigned authority in and for the said county and state, on this the county and state, on the county and state, o COUNTY OF DESOTO 11602 THA STIBLIC DONE EXISTORS (SEAL) 1 8, 2712 ENOTO COUNT This instrument was prepared by